

## OWNERSHIP AND CONTROL

YES NO

9. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ ☒

If Yes, provide particulars as Exhibit No. \_\_\_\_\_.

10. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. 310(d)) will be obtained?

☒ ☐

If No, attach as Exhibit No. \_\_\_\_\_ a full explanation.

## Section III

## ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The applicant certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the facilities for three months
2. The applicant certifies that: (a) it has a reasonable assurance of a present firm intention for each agreement to furnish capital or purchase capital stock by parties to the application, each loan by banks, financial institutions or others, and each purchase of equipment on credit; (b) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment; (c) it has determined that all such sources (excluding banks, financial institutions and equipment manufacturers) have sufficient net liquid assets to meet these commitments.

☒ ☐☒ ☐

# SECTION IV

# ASSIGNEE'S PROGRAM SERVICE STATEMENT

## FOR AM AND FM APPLICANTS

1. Attach as Exhibit No. 3 a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

## FOR TELEVISION APPLICANTS

2. Ascertainment of Community Needs.
  - A. State in Exhibit No. \_\_\_\_\_ the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.
  - B. Describe in Exhibit No. \_\_\_\_\_ the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.
  - C. List in Exhibit No. \_\_\_\_\_ typical and illustrative programs or program series (*excluding Entertainment and News*) that applicant plans to broadcast during the coming license period to meet those needs and interests.
3. State the minimum amount of time, between 6:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (*see definitions in instructions*). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

	HOURS	MINUTES	% of TOTAL TIME ON AIR
NEWS	_____	_____	_____
PUBLIC AFFAIRS	_____	_____	_____
ALL OTHER PROGRAMS ( <i>Exclusive of Sports and Entertainment</i> )	_____	_____	_____
LOCAL PROGRAMMING	_____	_____	_____

4. State the maximum amount of commercial matter the applicant proposes to allow normally in any 60-minute segments: \_\_\_\_\_
5. State the maximum amount of commercial matter the applicant proposes to allow normally in a 60-minute segment between the hours of 6 p.m. to 11 p.m. (5 p.m. to 10 p.m. Central and Mountain Times): \_\_\_\_\_
  - (a) State the number of hourly segments per week this amount is expected to be exceeded, if any: \_\_\_\_\_
6. State in Exhibit No. \_\_\_\_\_, in full detail, the reasons why the applicant would allow the amount of commercial matter stated in Question 4 and 5 above to be exceeded.

**SECTION V**

**ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

YES NO

1. Does the applicant propose to employ five or more fulltime employees?

☐ ☒

If the answer is Yes, the applicant must include an EEO program called for in the Model EEO Program. (FCC Form 396-A).

**SECTION VI**

**Part I — Assignor**

**ASSIGNOR'S CERTIFICATION**

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules?

☒ YES ☐ NO

The **ASSIGNOR** acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The **ASSIGNOR** represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the **ASSIGNOR** has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT**

**U.S. CODE, TITLE 18, Section 1001**

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 10th day of April, 19 91

Spartan Broadcasting, Inc.

\_\_\_\_\_  
Name of Assignor

\_\_\_\_\_  
Signature

Edward L. Bolding, Jr.  
President

\_\_\_\_\_  
Title

## SECTION VI

### Part II — Assignee

#### ASSIGNEE'S CERTIFICATION

The **ASSIGNEE** hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended)

The **ASSIGNEE** acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The **ASSIGNEE** represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the **ASSIGNEE** has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.  
U.S. CODE, TITLE 18, SECTION 1001.**

I certify that the assignee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 11th day of April 1991

Atlantic Broadcasting, Inc.

Name of Assignee

X Signature

President Title

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT  
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507

Exhibit No. 1

**CONTRACT FOR SALE**

## CONTRACT FOR SALE

This Contract for Sale is entered into this \_\_\_\_\_ day of April, 1991, by Spartan Broadcasting, Inc. ("Seller"); John H. Wiggins, on behalf of a corporation to be formed ("Buyer"); and The Connelly and Company, Inc. ("Broker"). Seller and Buyer hereby agree to the sale and purchase of the assets and the assignment of the license ("License") for FM Broadcast Station WJCS, Bayboro, North Carolina ("Station") from Seller to Buyer upon the following terms and conditions.

1. FCC Approval. The consummation of this Contract shall not take place until after the Federal Communications Commission ("Commission") has issued a Public Notice giving consent to the assignment of the License from Seller to Buyer.

2. Assets Included in the Sale. The assets being sold, transferred, and assigned ("Assets") shall include:

(a) The tangible property ("Tangible Property") used in the operation of the Station, as listed in the attached Exhibit A, together with the replacements thereof or additions thereto made between the date of this Contract and the Closing Date, free and clear of all liens, claims, security interests and encumbrances of any kind whatsoever.

(b) All of the contracts ("Contracts"), including contracts for the sale of advertising on the Station in effect as of the Closing Date and leases ("Leases"), all as described in the attached Exhibit B. Buyer will assume all of the Contracts, including those for sale of time after the Closing Date and all



such Contracts for which payment in cash has been received in whole or in part prior to the Closing Date and Seller shall reimburse Buyer on a pro rata basis for the unexpired time of such contracts. Seller will, prior to Closing, obtain all permits, authorizations and consents of third parties necessary to effectuate the assignment of the Contracts and Leases.

(c) All records ("Records") required by the Commission to be maintained by Seller that relate to the operation of the Station and all books of accounts and records which will be necessary for Buyer's operation of the Station, excluding, however, financial data, journals and tax returns of Seller. Buyer shall make Records available to, and copies thereof for Seller if so requested by Seller.

(d) All of the right, title and interest in and to the use of the call letters WJCS ("Call Letters").

3. Assets Excluded from Sale. There shall be excluded from this sale cash on hand or in banks, accounts receivable and any right to the name Spartan Broadcasting, Inc. Provision for the collection of accounts receivable outstanding on the Closing Date are set forth in paragraph 16 of this Contract.

4. Station License. The License from the Commission for the operation of Station WJCS on the frequency of 97.9 MHz with a power of three (3) kilowatts to December 1, 1995 will be assigned at the Closing and this Contract is predicated upon License being in effect at that time.

5. Purchase Price and Payment. The purchase price for the Assets ("Purchase Price") is One Hundred Twenty Thousand Dollars (\$120,000.00). At Closing, Buyer will deliver to Seller a promissory note in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) (in the form attached at Exhibit C) ("Note"). The Note will (i) be amortized over a period of fifteen (15) years, (ii) pay ten percent (10%) interest, and (iii) require payment of the balance due three (3) years after its execution. The first monthly payment of One Thousand Two Hundred Eighty Nine Dollars and Fifty Four Cents (\$1,289.54) will be due thirty (30) days after closing. Buyer is to have the right to prepay the Note without penalty or fee whatsoever.

6. The Note specified above shall be personally guaranteed by John H. Wiggins and Joyce L. Wiggins, his wife, and shall be secured by a Financing Statement and Security Agreement (in the forms attached hereto as Exhibits D and E, respectively) giving Seller a security interest in the Assets.

7. Payment of Certain Expenses. The following items shall be paid by Seller and/or pro rated as of the Closing Date:

(a) All state or local sales taxes, if any, applicable to the transaction shall be borne by Seller.

(b) All personal property taxes applicable to the personal property sold and assigned hereunder shall be considered as if paid in advance and shall be pro rated as of the date of Closing Date for the calendar year in which the Closing Date occurs.

(c) All power and utility charges applicable to the operation of the Station for the month during which the assignment is consummated shall be pro rated as of the Closing Date.

(d) All insurance policy premiums which Buyer elects to continue will be pro rated as of the Closing Date.

8. Attorney's Fees. Buyer and Seller shall share the cost of the preparation of this Contract, FCC filing fees and attorneys' fees.

9. Exempted Liabilities and Contracts. Seller hereby unconditionally warrants and guarantees that Seller will pay or make provision to pay on or before Closing all liabilities, except those being pro rated or assumed by Buyer as provided herein, and shall indemnify and hold Buyer harmless against any and all notes and accounts payable, commitments, obligations and liabilities incurred or made by Seller, or any of the employees, agents and assigns of Seller or independent contractors, up to the time of Closing in connection with the Station or the Assets to be transferred hereunder, or caused by, arising out of or resulting from any act or omission of Seller, or Seller's employees, agents, or independent contractors, up to the time of Closing. Seller shall be solely responsible, and there shall be no assumption of liabilities by Buyer for the following:

(a) All agreements, executed or executory, relating to the exchange of time on the Station for goods, wares, services, advertising, promotions, merchandising or anything other than cash, and other than the Contracts and Leases.

(b) Vacation and holiday pay and allowances to employees of the Station to the extent that such pay and allowances are based upon services rendered prior to the Closing Date.

(c) Frequency discounts, rebates or allowances to advertisers (or their agencies) to the extent that the same are based on broadcasting prior to the Closing Date and do not reflect an equal rate of compensation to the Station throughout the entire terms of the advertising schedule.

(d) Conditional sales contracts, stock purchase or subscription agreements, guarantee agreements, or on any other contracts or agreements except those set forth in Exhibit C attached hereto.

10. Representations and Warranties of Seller. Seller hereby covenants, represents, warrants and agrees that:

(a) Status. As of the Closing Date, Seller will be a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina and has full power to own its assets and carry on its business as now being conducted.

(b) Seller has taken all requisite corporate action authorizing Seller, by and through its duly elected officers, to enter into this Contract and to execute and deliver all documents, leases and agreements contemplated hereby, together with such other documents, as may reasonably be requested by the Buyer or the Commission.

(c) Station License. Seller is holder of the License issued by the Commission for the operation of Station WJCS, Bayboro, North Carolina. The License is in full force and effect, unimpaired by any acts or omissions of Seller. The Seller's operation of Station is in full compliance with said license. There are no outstanding unsatisfied Commission citations or orders against the station, and any such subsequently issued citation or order shall be satisfied prior to the Closing. All applications, reports and other disclosures required by the Commission with respect to the Station have been and will be, as of the Closing hereunder duly and timely filed.

(d) Good and Marketable Titles to the Assets. At the time of Closing, Seller will have good and marketable title to the Assets being conveyed and sold under this Contract free and clear of all liens, mortgages, pledges and encumbrances of any kind whatsoever.

(e) No Pending Litigation or Proceeding. There is no judgment, litigation, proceeding or investigation by or before the Commission or any other person, firm or governmental agency pending, or to the knowledge of the Seller, threatened which affects or would affect the right, title or interest of Seller in the property and assets to be transferred hereunder or which would affect the ownership, use or possession of the Station or said property and assets by Buyer.

(f) Disclosure. No covenant, representation or warranty by Seller and no written statement, schedule or certificate furnished or to be furnished by it pursuant thereto

or pursuant to the Closing hereunder contains or will contain any untrue statement of a material fact or will omit to state a material fact necessary to provide Buyer with complete and accurate information as to the property and other assets being sold and the leases and contracts to be assigned.

(g) Bulk Sales Law. Seller agrees to indemnify and hold Buyer harmless against any claims by creditors of Seller, through operation of the North Carolina Bulk Sales Law, for obligations of Seller not assumed or to be assumed by Buyer, or shall supply to Buyer, at the Closing, an opinion of Seller's legal counsel, that compliance with the Bulk Sales Law is not required.

11. Negative Covenants of Seller. Between the date hereof and the Closing Date, except as contemplated by this Contract, Seller will not, without the prior written consent of Buyer:

(a) Enter into any Union Agreements or any other agreements with employees, increase the compensation payable to or to become payable to any employees, provided for bonuses to employees, or effect any change in the management, personnel policies or employee benefits of Station.

(b) Create or assume any new mortgage, security interest or pledge, or subject to lien or encumbrance any of the Assets or other assets hereafter acquired. Any existing security interest or encumbrances relating to the Assets shall be paid in full and cleared of record on or before the Closing Date.

(c) Sell, assign, lease or otherwise transfer or dispose of any of the Assets, except in the normal and usual course of business in connection with the acquisition of similar Assets.

(d) Seller will not enter into any trade deals, modify or amend any existing agreements, or enter into any new contracts, agreements or understandings for the Station except in the usual and ordinary course of business, all of which shall be cancellable on not more than thirty (30) weeks notice without penalty or premium, except for the extension or renewal of the Contracts and Leases and upon consultation with Buyer.

12. Representations and Warranties of Buyer. The Buyer covenants, represents and warrants:

(a) Corporate Status. As of the Closing Date, Buyer will be duly organized, validly existing and in good standing under the laws of the State of North Carolina and will have full corporate power to own its assets and carry on its business.

(b) Corporate Resolution. The Board of Directors of Buyer have approved this Contract and the transactions contemplated herein.

(c) Legal Qualifications. Buyer knows of no reason why it should not be found duly qualified by the Commission to become the licensee of the Station and prior to Closing hereunder will do no act which will disqualify it from becoming such licensee.

(d) Contracts Fulfillment. Buyer will fulfill after the Closing Date all of the Contracts and Leases which are assigned to and assured by Buyer and will hold Seller harmless from any breach or alleged breach of the obligations thereof occurring after the Closing Date.

(e) Insurance. Buyer will maintain in full force and effect during the term of its indebtedness to Seller a standard extended coverage business insurance policy. Buyer will furnish Seller at Closing a copy of this policy.

13. Rights of Indemnification.

(a) Seller to Buyer. Buyer does not assume, and shall not be obligated to pay, any liabilities of Seller under the terms of this Contract or otherwise and shall not be obligated to perform any obligations of Seller, of any kind or manner, except by reason of contracts expressly assumed by the Buyer hereunder and, with respect to such contracts only such obligations which arise subsequent to the Closing hereunder, or as herein provided. Seller hereby agrees to indemnify and hold Buyer, its successors and assigns, harmless from and against: (i) any and all claims, liabilities and obligations of every kind and description, contingent or otherwise arising from or related to the operation of Station prior to the Closing hereunder, including but not limited to, any and all claims, liabilities and obligations arising or required to be performed prior to the Closing hereunder or under any contract or instrument assumed by Buyer hereunder; (ii) any and all damages or deficiency resulting from any misrepresentations, breach of warranty, or



nonfulfillment of any agreement on the part of Seller under this contract, or from any certificate or other instrument furnished to Buyer pursuant to this Contract, or from any certificate or other instrument furnished to Buyer pursuant to this Contract, or in connection with any of the transactions contemplated hereby; and (iii) any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to any of the foregoing provisions.

If any claim or liability shall be asserted against Buyer which would give rise to a claim by Buyer against Seller for indemnification under the provisions of this paragraph, Buyer shall promptly notify Seller in writing of the same and Seller shall be entitled at his own expense to compromise or defend any such claim.

(b) Buyer to Seller. Buyer, in connection with any warranties made, herewith agrees to indemnify and to hold Seller, its successors and assigns, harmless from and against: (i) any and all damage or deficiency resulting from any misrepresentations, breach of warranty or nonfulfillment of any agreement on the part of Buyer under this Contract, or from any misrepresentation of or omission from any certificate or other instrument furnished to Seller pursuant to this Contract, or in connection with any of the transactions contemplated hereby; and (ii) any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses including reasonable attorneys' fees, incident to any of the foregoing provisions.

If any claim or liability shall be asserted against Seller which would give rise to a claim by Seller against Buyer for indemnification under the provisions of this paragraph, Seller shall promptly notify Buyer of the same and Buyer shall be entitled at its own expense to compromise or defend any such claim.

14. Survival of Warranties. All representations and warranties made by the parties herein shall be true on, and as of, the Closing date. They shall survive the Closing, and neither the acceptance of payments due nor the acceptance of delivery of property hereunder shall constitute a waiver thereof.

15. Risk of Loss. In the event of the loss or destruction prior to the time of Closing of the assets being sold and purchased under this Contract, Seller shall notify Buyer of same in writing specifying the loss or damage incurred, the cause thereof, if known, and the insurance coverage. In the event the property is not completely repaired, replaced or restored on or before the Closing Date hereunder, Buyer may: (a) elect to postpone the Closing until such time as the property has been completely restored, repaired or replaced; (b) elect to consummate the Closing and accept the property in its then condition in which event Seller shall assign to Buyer all rights under any insurance covering the same and pay over to Buyer all proceeds of insurance theretofore received covering the property involved and/or appropriate deductions from the purchase price

shall be made therefrom; or (c) rescind this Contract and declare it of no further force and effect, in which event the escrow payment is to be returned to Buyer.

16. Collection of Accounts Receivable. At the Closing Seller shall transfer to Buyer for collection only all existing accounts receivable of the Station. Seller shall furnish to Buyer, within three (3) days after the Closing Date, a list of said accounts and the amounts due and Buyer agrees to use its best efforts to collect the said accounts for a period of ninety (90) days following the Closing Date, but will not incur any liability as the result of failure to collect said receivables. Buyer will remit to Seller the amounts collected together with the records of all uncollected accounts which existed at the Closing Date. In the absence of any dispute by the advertiser concerning an account being so collected, all monies received from that advertiser shall be applied to Seller's account until the account is fully paid with the advertiser. Buyer will not, without consent of Seller, compromise or settle for less than full value such accounts receivable.

17. Application to the Commission and Division of Costs. Within five (5) days from the date of this Contract, Buyer and Seller will cooperate in the preparation and filing with the Commission their respective parts of an application for consent to assignment of the License. The parties will take such other steps as may be necessary and appropriate to secure the consent to assignment of said license and to provide the Commission with any further documents or information that may be

requested in connection therewith; and neither shall do anything directly or indirectly to impede or prevent such consent. All costs involved in making such application and the amounts incurred by each will shall equally by the parties. Any required Commission filing fee will be shared equally between the Seller and Buyer.

18. Failure of Commission to Consent to Assignment.

In the event consent to the assignment of the License is not granted by the Commission nine (9) months from the date on which the application is filed, or if the Commission designates the application for hearing, either Buyer or Seller may terminate this Contract by giving notice by Registered Mail to the other party. Upon termination of the Contract the escrowed funds and the interest accrued thereon will belong to Buyer. If the Commission's failure to approve the assignment arises from Buyer's actions, the Escrow Deposit funds will belong to Seller.

19. Time and Place of Closing. The Closing shall take place at a time and date mutually agreeable to the parties within five (5) days after the Public Notice of the consent by the Commission to the assignment of the license for Station from Seller to Buyer has become a final order. A final order of the Commission is one with respect to which there is not pending any petition for reconsideration or judicial appeal and the Commission's consent has not been set aside on its own motion and the time therefor has expired. Seller and Buyer, however, may agree to waive the requirement for Closing only after said

consent has become a final order. The Closing shall be at the studios of the Station or at such other location as may be acceptable to the parties.

20. Pro Rating Items. When taxes and all other operating expenses are pro rated as of the Closing Date, any net adjustment in favor of Seller shall be paid by Buyer in cash at Closing and any net adjustment in Buyer's favor shall be applied against the payment at the closing. Seller shall furnish to Buyer at least three (3) days prior to the Closing Date a list of all items to be pro rated.

21. Control of Station. Until the Closing hereunder, Seller shall have complete control of the Station and its equipment and operation. Buyer shall be entitled, however, to reasonable inspection of the premises and assets herein involved and to notice of any unusual problems or developments so that an uninterrupted and efficient transfer to Buyer of the Station and the Assets and properties to be transferred hereunder may be accomplished.

22. Brokerage Commission. Seller acknowledges that it will be responsible for a broker's commission of Twelve Thousand Five Hundred Dollars (\$12,500.00) to the Broker. The commission of Twelve Thousand Five Hundred Dollars (\$12,500.00) is due and payable in cash or certified funds at the Closing. Seller will hold Buyer harmless from any obligation for such commission.

23. Liquidated Damages and Specific Performances. If Buyer shall be found to be in default under the terms and conditions of this Contract, Seller shall be entitled to Five

Thousand Dollars (\$5,000.00) as liquidated damages which shall be Seller's sole and exclusive remedy. Otherwise, upon any termination of this Contract without consummation of the transactions contemplated herein the Escrow Deposit and interest thereon shall be returned to Buyer. If Seller shall be in default under the terms and conditions of this Contract, Buyer shall be entitled to proceed with an action for specific performance as the parties recognize that liquidated damages will not be a sufficient remedy for Buyer.

24. Benefit and Construction. This Contract shall be binding upon the inure to the benefit of the parties hereto, their successors and assigns. This Contract shall be construed pursuant to the laws of the State of North Carolina.

25. Notices. All necessary notices, demands and requests shall be deemed duly given if mailed by registered mail, postage prepaid, and addressed as follows:

To Seller:	Edward L. Bolding, Jr. 13812 Cypress Village Circle Tampa, Florida 33624
With a Copy to:	Edward L. Bolding 3201 South Dale Mabry Suite 101 Tampa, Florida 33629
To Buyer:	John H. Wiggins, Jr. Station WWFN 1513 Heritage Lane Florence, South Carolina 29505
With a Copy to:	Dennis F. Begley, Esquire Reddy, Begley & Martin 2033 M Street, N.W. Suite 500 Washington, D.C. 20036

26. Seller's Performance at Closing. On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer.

(a) An assignment to Buyer of the License for Station, together with any and all other related authorizations.

(b) One or more Bills of Sale assigning, transferring and conveying to Buyer free and clear title to all of the Tangible Property to be acquired by Buyer pursuant to the terms of this Agreement.

(c) An assignment and assumption agreement wherein Seller assigns to Buyer the Contracts and Leases to be assigned by Seller to Buyer and assumed by Buyer hereunder, together with any necessary consents thereto and the original copies of the Contracts and Leases.

(d) A complete set of all documents required to be maintained in the Public File of the Station.

(e) The files, records, logs and books of account of the Station, or copies thereof.

(f) Such other assignments, Bills of Sale or other instruments of transfer, assignment or conveyance as may be required by Buyer to effectuate the assignment, transfer and conveyance to Buyer of all the Assets, rights, privileges and immunities of Seller which are to be sold, transferred, conveyed and assigned to Buyer hereunder.

(g) Execute and deliver to Buyer for signature, the Financing Statement and Security Agreement in form attached hereto as Exhibit E and F.

27. Buyer's Performance at Closing. On the Closing Date at the Closing Place Buyer shall:

(a) Execute and deliver to Seller the Note in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) in the form attached hereto as Exhibit C.

(b) Execute such documents as may be required in order to assume those contracts and agreements which Buyer has agreed to assume and perform.

(c) Execute the Financing Statement and Security Agreement in form attached hereto as Exhibits D and E, as previously executed by Seller.

28. Entire Contract. This Contract, together with the exhibits attached hereto, contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties and may not be changed or terminated orally. No attempt changes, termination or waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced. The Contract may be executed in any number of counterparts, each of which shall be considered an original and no other counterpart need be produced.

29. Additional Documents, Etc. Subsequent to the Closing Date, each party to this Contract shall at the request of any other furnish, execute and deliver such documents and instruments as the requesting party shall reasonably require as necessary or desirable to carry out the transaction contemplated hereunder.




30. Paragraph Headings. Paragraph headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part, any of the terms or provisions of this Contract.

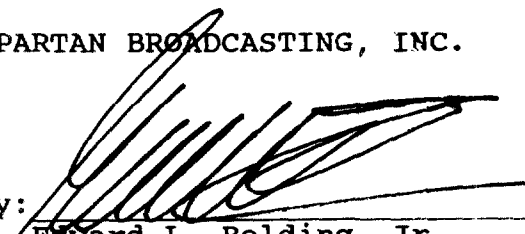
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

SELLER:

SPARTAN BROADCASTING, INC.

  
Edward L. Bolding, Sr.  
Secretary

By:   
Edward L. Bolding, Jr.  
President

WITNESS:

BUYER:

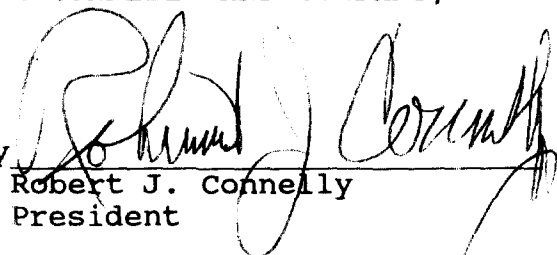
JOHN H. WIGGINS, ON BEHALF  
OF A CORPORATION TO BE FORMED

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John H. Wiggins

BROKER:

THE CONNELLY AND COMPANY, INC.

By:   
Robert J. Connelly  
President